

**State of Illinois
Illinois Commerce Commission**

Net66, Inc.

vs

GTE North Incorporated and/or
GTE South Incorporated

Docket No. 00-

Complaint as to improper billing
of repair charge on account
MAO EAP 5901 and subsequent
balance transfers to hide said
disputed charges

ILLINOIS
COMMERCE COMMISSION
JUL 21 10 57 AM '00
CHIEF CLERK'S OFFICE

COMPLAINT

1. Net66 ordered a 384k digital circuit between points in Rantoul, IL and Paxton, IL ("Rantoul circuit"). Said circuit was installed in early summer, 1999.
2. Net66 customer Central IL Bank ordered a similar circuit between points in Rantoul, IL, to connect to Net66 ("Central IL Bank circuit"). Said circuit was installed in early summer, 1999.
3. GTE technicians had a difficult time getting one or more of above circuits working in a timely manner. GTE technicians complained that they did not possess adequate equipment to test fractional T1 circuits.
4. Net66 facilitated communications between a competent GTE technician at another GTE central office and Rantoul, IL technicians who did not possess proper test equipment and/or knowledge. Competent GTE technician explained to Rantoul technician(s) how to use improper equipment to test fractional circuits.
5. Hours or days after competent GTE technician spoke with Rantoul technicians, GTE managed to get both said circuits working. Central IL Bank circuit was determined to have been wired backwards on both ends of circuit. Wiring error was due to error by GTE technician.
6. Both aforementioned circuits worked reasonably well for many months, although there were minor problems which GTE corrected.
7. During spring, 2000, Rantoul circuit stopped functioning on multiple occasions.

Net66 reported trouble Rantoul circuit on multiple occasions.

8. GTE failed to resolve problems on 384k circuit between Rantoul, IL and Paxton. Net66 cooperated with GTE by swapping Net66 equipment on both ends of circuit on multiple occasions. Net66 employees conducted numerous tests with GTE to isolate problem. GTE blamed Net66 equipment, although Net66 demonstrated to GTE techs on more than one occasion that Net66 equipment was functioning properly.

9. During repair process, GTE employees repeatedly changed fractional t1 (384k) Rantoul circuit to full t1 (1544k) in order to test circuit. GTE employees indicated this was necessary because they do not possess appropriate test equipment.

10. GTE managed to fix circuit so that communications were possible, albeit at a high error rate.

11. Net66 frustration with bad Rantoul circuit led Net66 to order replacement Full T1 circuit from Ameritech. Full T1 circuit worked/works fine.

12. Subsequent to cancellation of bad Rantoul circuit, Net66 received repair bills for \$2423.52 and \$481.40 (total \$2904.92) for fixing bad Rantoul circuit.

13. Net66 employees had a hearty laugh upon receipt of said bill because Net66 employees would never think of charging a customer for a circuit which does not work, especially if Net66 employees had neither the training nor equipment to properly diagnose such a circuit, as was the case with GTE.

14. Net66 disputed repair charge with GTE.

15. GTE denied dispute on the basis that GTE employees had determined problem to be related to Net66 equipment.

16. Net66 refused to pay repair bill.

17. Net66 advised GTE that Net66 would NOT authorize balance transfers among Net66 GTE accounts.

18. GTE nevertheless transferred credits from other GTE Net66 accounts to pay off disputed and improper repair bill.

19. Net66 has never had a dispute with GTE over a repair bill in certain areas where GTE personnel either possess proper equipment, or are clever enough to figure out how to make due with substandard equipment or inadequate training.

20. Net66 has had frequent disputes with GTE over circuits which involve Mahomet and Rantoul Central offices.

21. GTE personnel have incorrectly wired circuits in Mahomet and Rantoul on two or more occasions.

22. Net66 concludes that GTE ability to properly install and maintain circuits is correlated with quality of GTE personnel in a particular area, and that Mahomet and Rantoul repair personnel and/or test equipment are not of a high caliber.

23. Net66 concludes that GTE difficulty resolving problems in Mahomet and Rantoul area are largely due to personnel or equipment in these areas and not due to some unexplained tendency for Net66 equipment to fail only in these areas.

24. Problems with Net66 GTE circuits which are not attributable to Net66 are attributable to GTE.

24. Net66 refuses to pay for repair charges which are attributable to GTE.

25. All repair charges on account MAO EAP 5901 are not due to Net66 problems, and should therefore be reversed.

26. In June, 2000, Central IL Bank cancelled Net66 service, citing GTE circuit problems as the reason for cancellation. Net66 has no hope of recovering damages from GTE for lost revenue which was caused by GTE's inability to correct problems with Rantoul circuit in a timely manner.

Wherefore, Net66 respectfully requests that the Illinois Commerce Commission order GTE to refund \$2904.92 to Net66 in a timely manner.

Dated: June 17, 2000

Respectfully submitted

NET66, INC

By: 
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